

AZ AG Contract No. KR01 0355TRN
AZ DOT ECS File No. JPA 01-41
UT CID No.
TRACS No. H5388 01C/H5158 01C/others
Project: US-163 Monument Valley Rest Area/Interpretive Center

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF UTAH

THIS AGREEMENT is entered into 21 May, 2001,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended; between the STATE
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "ARIZONA") and
the STATE OF UTAH, acting by and through its DEPARTMENT OF TRANSPORTATION (the "UTAH").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of Arizona.

2. Utah is empowered by Sections 11-13-4 and 11-13-5 of the Utah Code as amended to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of Utah.

3. Arizona and Utah, in cooperation with the Navajo Nation, San Juan County, UT, the Utah Travel Council, and the Four Corners Enterprise Community desire to design and construct a rest area and interpretive center on US-163 near the Arizona - Utah State line in Monument Valley. Arizona has agreed to contribute \$2,782,000.00 to the Project, and the parties agree that Utah shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

By: [Signature]
Secretary of State
[Signature]
Date Filed: 5/21/01
Filed with the Secretary of State
NO. 24643

II. SCOPE

1. Utah will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve Arizona review comments.

b. Coordinate as necessary with the Navajo Nation, San Juan County, the Utah Travel Council and the Four Corners Enterprise Community regarding additional funding for the Project, and acquire all required right-of-way for the Project.

c. Upon filing of this agreement with the Arizona Secretary of State (as required by Arizona state law), invoice Arizona for its contribution to the Project, up to the amount of \$2,782,000.00.

d. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for all costs of the Project over and above Arizona's contribution of \$2,782,000.00 to the Project, and for any contractor claims for extra compensation attributable to delays or whatever reason attributable to Utah.

e. Upon completion, approve and accept the Project as complete, and provide for perpetual maintenance and operation of the Project.

2. Arizona will:

a. Review the design documents and provide comments.

b. Within 30 days after receipt and approval of invoices, one per month for work completed, pay Utah for Arizona's contribution to the Project, up to the amount of \$2,782,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall only become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of Arizona State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year record retention for audit purposes are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration for disputes not exceeding \$100,000.00 as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue Mail Drop 616E
Phoenix, AZ 85007

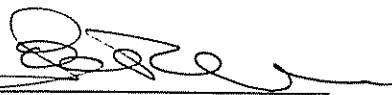
Utah Department of Transportation
Region 4
PO Box 700
Richfield, UT 84701


7. The work and reimbursements addressed herein will be accomplished in accordance with the appropriate provisions contained in the Utah "Interlocal Cooperation Act" comprising Sections 11-13-1 through 11-13-35 of the Utah Code as amended.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF UTAH
Department of Transportation

STATE OF ARIZONA
Department of Transportation

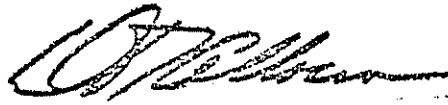
By 
THOMAS R. WARNE
Director

By 
MARY E. PETERS
Director

RESOLUTION

BE IT RESOLVED on this 22nd day of March 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the State of Utah for the purpose of defining responsibilities for the design, construction, maintenance and operation of a new rest area and interpretive center on US-191 in Monument Valley.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the undersigned for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', with a stylized flourish at the end.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 01-41

DETERMINATION

Arizona Contract No. JPA 01-41, and Utah Contract No. _____, which is an agreement between states; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, and the STATE OF UTAH, DEPARTMENT OF TRANSPORTATION has been reviewed by the undersigned for the State of Utah who has determined that it is in the proper form and within the powers and authority granted to the State of Utah under the laws of the State of Utah.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 30 day of April, 2001.

THE STATE OF UTAH

James H. Beardsley



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
ATTORNEY GENERAL

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FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0355TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 15, 2001.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/683430

Enc.